



**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF EDUCATION**

**REQUEST FOR PROPOSALS
FOR
STUDENT READINESS AND STUDENTS WITH DISABILITIES
ONLINE CONTENT DEVELOPMENT**

RFP # 33101-2012733109FA3

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract

1. INTRODUCTION

The State of Tennessee, Tennessee Department of Education, hereinafter referred to as “the State” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State is seeking to create a suite of resources supporting two (2) content areas: Student Readiness and Students with Disabilities. Student Readiness refers to the academic and non-academic needs of students. Respondents may submit a proposal for either the Student Readiness content, the Students with Disabilities content, or both. This RFP may result in multiple contract awards. The contracts will be awarded based on the highest score for each content area.

Supporting the Student Readiness and Students with Disabilities requires differentiating to meet any need a student may have, ultimately eliminating barriers to accessing education. Whether these needs be academic or non-academic, the State’s goal is to ensure students, families, educators and community partners have access to the necessary resources to improve cognitive, physical, mental, social, and emotional development. The content procured through this RFP will be housed on the State’s *Best For All Central* (BFAC) online platform, with the Contractor uploading content as approved by the State. The State is open to proposals to create new resources or to adapt existing ones (or some combination), provided that the Respondents can ensure the State will have legal rights to use, modify, and distribute all content in perpetuity. In other words, Respondents may propose content that they have already developed, or customized content, as long as it meets that State’s requirements. This includes providing either perpetual ownership or licensing rights for the content.

The State is seeking a variety of resources to be provided for each Audience – Age Band – Topic combination. The resources, to be developed in the greatest quantity, are articles, videos, learning modules, toolkits, and professional development trainings for educators. The State is also seeking Assessments/Diagnostics/Surveys, printables/checklists, podcasts, lesson plans, and unit plans. Resources will also need to include Implementation Tools to promote ease of navigation and thorough understanding of the range of content and materials available. This includes video overviews and PowerPoint presentations with training resources.

The awarded Contractor(s) will be expected to provide content on a rolling timeline and is expected to provide updates to content throughout the Contract Term to ensure it remains relevant and current.

If multiple Respondents are selected two contracts total will be awarded as follows

- (a) one contract will be awarded for Student Readiness content at a maximum liability of \$1.5 million over 13 months, with content to be completed by the contract end date of June 30, 2022; and
- (b) one contract will be awarded for Students with Disabilities content at a maximum liability of \$6 million over 19 months, with content to be completed by the contract end date of December 30, 2022.

If one Respondent is selected for both scopes of work, two contracts will be awarded:

- (a) one contract will be awarded for Student Readiness content at a maximum liability of \$1.5 million over 13 months, with content to be completed by the contract end date of June 30, 2022; and
- (b) one contract will be awarded for Students with Disabilities content at a maximum liability of \$6 million over 19 months, with content to be completed by the contract end date of December 30, 2022.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 33101-2012733109FA3

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Tamara Byrd, | Sourcing Account Specialist
 Central Procurement Office, Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 p. 615-532-2314
 tamara.byrd@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
 State of Tennessee, Central Procurement Office
 312 Rosa L. Parks Ave. 3rd Floor WRS Tennessee Tower
 Nashville, TN 37243
 615-741-3836
helen.crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. It is encouraged for suppliers to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html> to the following: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.
- 1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the

communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Thursday, March 11, 2021 at 12 noon CST

Meeting link:

<https://tngov.webex.com/tngov/j.php?MTID=m73726c64dc101b7aa683db7279c0d5a3>

Meeting number:

185 944 7548

Password:

vHpHMbSi657

Join by video system

Dial 1859447548@tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0003 US TOLL

Access code: 185 944 7548

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State’s oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the

State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 8, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	March 10, 2021
3. Pre-response Conference	12:00 p.m.	March 11, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 17, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 22, 2021
6. State Response to Written "Questions & Comments"		April 1, 2021
7. Response Deadline	2:00 p.m.	April 9, 2021
8. State Completion of Technical Response Evaluations		April 16, 2021
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	April 19, 2021
10. Negotiations (Optional)	4:30 p.m.	April 20, 2021 – April 23, 2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 29, 2021
11. End of Open File Period		May 6, 2021
12. State sends contract to Contractor for signature		May 10, 2021
13. Contractor Signature Deadline	2:00 p.m.	May 12, 2021

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et. seq)..

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #33101-2012733109FA3 TECHNICAL RESPONSE ORIGINAL"

and one (1) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33101-2012733109FA3 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #33101-2012733109FA3 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

“RFP #33101-2012733109FA3 TECHNICAL RESPONSE”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator.–Both the subject and file name should both be clearly identified as follows:

“RFP #33101-2012733109FA3 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33101-2012733109FA3 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33101-2012733109FA3 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery,

provided that the outermost package is clearly labeled:

“RFP # 33101-2012733109FA3 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Tamara Byrd, | Sourcing Account Specialist
tamara.byrd@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.
- 3.3.3. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.4. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.5. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.6. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.7. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

- 3.3.8. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.9. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.9.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.9.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.9.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.10. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/> /#1

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

Student Readiness Content EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C Student Readiness Content)	50
Cost Proposal (refer to RFP Attachment 6.3. Student Readiness Content .)	30

Students with Disabilities Content EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C Students with Disabilities Content)	50
Cost Proposal (refer to RFP Attachment 6.3. Students with Disabilities Content)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to

specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5 RFP Attachment 6.2 Section C.1. (Student Readiness) and Section C.2. (Students with Disabilities) will be scored separately. The Respondent may submit bids for either content area or both. If both areas are submitted, a separate total response score will be generated based on the submission of RFP Attachment 6.2 Section C.1 and RFP Attachment 6.2 Section C.2. The RFP Attachment 6.2 Sections A and B of the proposal submission will be used in that total response score.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
 - 5.2.2.1. The RFP has a Cost Proposal for each content area (Student Readiness and Students with Disabilities) that will be scored separately.
 - 5.2.2.2. The Cost Proposal submitted by the Respondent should coincide with the content area submitted in Attachment 6.2. Section C.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

5.2.4 **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.2.4.1 For each content area, RFP Attachment 6.2 Section C.1 or RFP Attachment 6.2 Section C.2, that is bid on, a unique total score will be generated. If a Respondent submits responses for both content areas, this will generate two (2) Technical Response Scores that utilize the RFP Attachment 6.2 Sections A and B but count RFP Attachment 6.2 Section C and the corresponding content area as a separate response.

5.2.4.2. For each content area bid on in RFP Attachment 6.2. Section C., the corresponding Cost Proposal for that content area (Student Readiness or Students with Disabilities) must be submitted.

5.2.4.3. Responding to both content areas will generate two (2) scores: one for the Student Readiness Content (Sections A, B, C.1, and Student Readiness Content Cost Proposal) and one for Students with Disabilities (Sections A, B, C.2., and Students with Disabilities Content Cost Proposal).

5.3. **Contract Award Process**

5.3.1. The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to the contract awards.

5.3.2. The procuring agency head will determine the apparent best-evaluated Responses for each of the two content areas (Section C). To effect a contract award to a Respondent other than the ones receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated responses and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondents or any other Respondent.

- 5.3.4. The Respondents identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondents must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated responses.

RFP ATTACHMENT 6.1.**RFP # 33101-2012733109FA3 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.4.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> - two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> - three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two processes below.</p> <p>Written:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; <u>Do NOT</u> open the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p><u>sealed references upon receipt.</u></p> <p>(v) And return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>E-mail:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) E-mail the reference with a copy of the standard reference questionnaire.</p> <p>(c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name] Reference for RFP 33101-2012733109FA3.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. The State is under no obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C.1 Student Readiness Content

TECHNICAL RESPONSE & EVALUATION GUIDE – Student Readiness Content

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Student Readiness	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		3	
	C.3.	Provide a chart demonstrating the total number of resources that the Respondent proposes to develop for each Audience Group, each Age Band, each Topic and each Resource Type.		3	
	C.4.	Provide a narrative that illustrates how the Respondent will measure the success of this project.		3	
	C.5.	Provide a narrative that illustrates how the Respondent will accomplish all requirements of Student Readiness Content pro forma contract Scope A.3.f., including all standards and frameworks.		1	
	C.6.	Provide a narrative that illustrates how the Respondent will accomplish the Stakeholder Review activities as stated in pro forma contract Scope A.3.g.		1	
	C.7.	Provide a narrative that illustrates how the Respondent will ensure quality, incorporate feedback, correct errors, and update to ensure uploaded content is relevant and current.		1	
	C.8.	Provide a narrative describing similar projects the Respondent has completed with evidence demonstrating outcome or impact of development of high-quality content as related to the activities of this RFP. Projects should be similar in scope and scale.		2	
	C.9.	Provide a narrative that illustrates how the Respondent will ensure that all content is legally approved for use by the State in perpetuity. (See pro forma contract Scope A.6)		1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Student Readiness	Item Score	Evaluation Factor	Raw Weighted Score
	C.10.	Provide qualifications for individuals contributing to the generation of content.		1	
	C.11.	Provide a sample project plan and or work plan for a different project previously executed. The project should be similar in scope and scale.		2	
	C.12.	Via electronic link, provide a package of five (5) sample Student Readiness Resource Type. The Resource Type package must meet the following expectations: Five (5) different topics, 5 different Age Bands, five (5) different Resource Types, and four (4) different Audiences. Score will be based on demonstration of ability to submit a complete packet of samples, with additional scores for individual samples. (See pro forma contract Scope A.3.)		2	
	C.13.	SAMPLE Resource Type 1: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated Resource Type, d) appropriate for the Audience, and e) is of high-quality standards (See pro forma contract Scope A.3.)		2	
	C.14.	SAMPLE Resource Type 2: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated Resource Type, d) appropriate for the Audience, and e) is of high-quality standards (See pro forma contract Scope A.3.)		2	
	C.15.	SAMPLE Resource Type 3: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated Resource Type, d) appropriate for the Audience, and e) is of high-quality standards (See pro forma contract Scope A.3.)		2	
	C.16.	SAMPLE Resource Type 4: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3.)		2	
	C.17.	SAMPLE Resource Type 5: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3.)		2	
	C.18.	Provide a narrative that describes how the Respondent will ensure efficient upload to the TDOE <i>Best For All Central</i> online platform (http://bestforall.tnedu.gov/). (See pro forma contract Scope A.5.)		1	
	C.19.	Via electronic link, provide a video, no longer than five minutes in length, describing your entity's approach to customer service and customer satisfaction.		1	
<p>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</p>				<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Student Readiness	Item Score	Evaluation Factor	Raw Weighted Score
Total Raw Weighted Score		X 50 <i>(maximum possible score)</i>		= SCORE:	
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2. — SECTION C.2 Students with Disabilities Content

TECHNICAL RESPONSE & EVALUATION GUIDE - Students with Disabilities Content

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Students with Disabilities	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		3	
	C.3.	Provide a chart demonstrating the total number of resources that the Respondent proposes to develop for each audience group, each Age Band, each topic and each resource type.		3	
	C.4.	Provide a narrative that illustrates how the Respondent will measure the success of this project.		3	
	C.5.	Provide a narrative that illustrates how the Respondent will accomplish all requirements of Student with Disabilities pro forma contract Scope A.3.f., including all standards and frameworks.		1	
	C.6.	Provide a narrative that illustrates how the Respondent will accomplish the stakeholder review activities as stated in sections		1	
	C.7.	Provide a narrative that illustrates how the Respondent will ensure quality, incorporate feedback, correct errors, and update to ensure uploaded content is relevant and current.		1	
	C.8.	Provide a narrative describing similar projects the Respondent has completed with evidence demonstrating outcome or impact of the development of high quality content as related to the activities of this RFP. Projects should be similar in scope and scale.		2	
	C.9.	Provide a narrative that illustrates how the Respondent will ensure that all content is legally approved for use by the State in perpetuity. (See pro forma contract Scope A.6)		1	
	C.10.	Provide qualifications for individuals contributing to the generation of content.		1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Students with Disabilities	Item Score	Evaluation Factor	Raw Weighted Score
	C.11.	Provide a sample project plan and or work plan for a different project previously executed. The project should be similar in scope and scale.		2	
	C.12.	Provide a package of 5 sample resources for Students with Disabilities content. The resource package must meet the following expectations: 5 different topics, 5 different Age Bands, 5 different resource types, and 4 different audiences. Score will be based on demonstration of ability to submit a complete packet of samples, with additional scores for individual samples. (See pro forma contract Scope A.3)		2	
	C.13.	SAMPLE Resource 1: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3)		2	
	C.14.	SAMPLE Resource 2: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3)		2	
	C.15.	SAMPLE Resource 3: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3)		2	
	C.16.	SAMPLE Resource 4: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3)		2	
	C.17.	SAMPLE Resource 5: content is a) accurate and aligned to the topic, b) appropriate for the Age Band, c) meets the definition of the stated resource type, d) appropriate for the audience, and e) is of high-quality standards (See pro forma contract Scope A.3)		2	
	C.18.	Provide a narrative that describes how the Respondent will ensure efficient upload to the TDOE <i>Best For All Central</i> online platform (http://bestforall.tnedu.gov/). (See pro forma contract Scope A.5)		1	
	C.19.	Via electronic link, provide a video, no longer than five minutes in length, describing your entity's approach to customer service and customer satisfaction.		1	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					
				Total Raw Weighted Score:	
				(sum of Raw Weighted Scores above)	
Total Raw Weighted Score				= SCORE:	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Students with Disabilities	Item Score	Evaluation Factor	Raw Weighted Score
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>		X 50 <i>(maximum possible score)</i>			
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3 Student Readiness Content

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, “BLANK” CELLS, *ETC.*)

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Student Readiness Article	\$ / EA	2	
Student Readiness Assessment / Diagnostic / Survey	\$ / EA	1	
Student Readiness Printable / Checklist	\$ / EA	1	
Student Readiness Podcast	\$ / EA	1	
Student Readiness Video	\$ / EA	2	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:				
Cost Item Description	Proposed Cost	State Use Only		
		Evaluation Factor	Evaluation Cost (cost x factor)	
Student Readiness Learning Module	\$ / EA	2		
Student Readiness Lesson Plan	\$ / EA	1		
Student Readiness Unit Plan	\$ / EA	1		
Student Readiness Toolkit	\$ / EA	2		
Student Readiness Professional Development Trainings for Educators	\$ / EA	2		
Project Management Documents and Tools	\$ / Onetime Payment	1		
Student Readiness As Requested by the State: Vetting and Accuracy of Content for Available Resources by County. (see Student Readiness Content Proforma A.3.i)	\$ / HOUR	1		
<p align="center">EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>				
<p>lowest evaluation cost amount from <u>all</u> proposals</p>				
<table border="1"> <tr> <td>evaluation cost amount being evaluated</td> </tr> </table>	evaluation cost amount being evaluated	<p align="center">x 30 (maximum section score)</p>	<p align="center">= SCORE:</p>	
evaluation cost amount being evaluated				
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>				

RFP ATTACHMENT 6.3. Students with Disabilities Content

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, “BLANK” CELLS, *ETC.*)

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Students with Disabilities Article	\$ / EA	2	
Students with Disabilities Assessment / Diagnostic / Survey	\$ / EA	1	
Students with Disabilities Printable / Checklist	\$ / EA	1	
Students with Disabilities Podcast	\$ / EA	1	
Students with Disabilities Video	\$ / EA	2	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Students with Disabilities Learning Module	\$ / EA	2	
Students with Disabilities Lesson Plan	\$ / EA	1	
Students with Disabilities Unit Plan	\$ / EA	1	
Students with Disabilities Toolkit	\$ / EA	2	
Students with Disabilities Professional Development Trainings for Educators	\$ / EA	2	
Project Management Documents and Tools	\$ / Onetime Payment	1	
Students with Disabilities As Requested by the State: Vetting and Accuracy of Content for Available Resources by County (See Students with Disabilities Proforma A.3.g)	\$ / HOUR	1	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals		x 30 (maximum section score)	=
evaluation cost amount being evaluated			SCORE:
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).

RFP # 33101-2012733109FA3 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to tamara.byrd@tn.gov

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

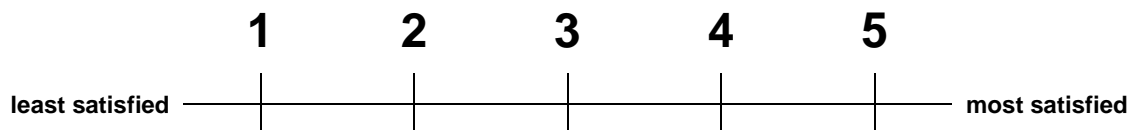
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

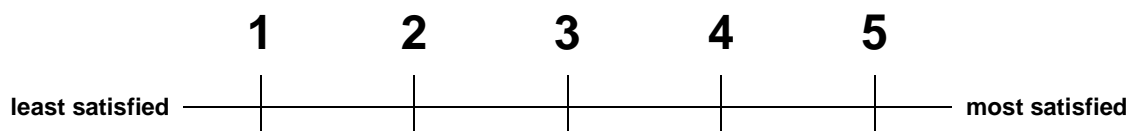


RFP # 33101-2012733109FA3 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (6) **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
- (7) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**
- (8) **In what areas of goods or service delivery does/did the reference subject excel?**
- (9) **In what areas of goods or service delivery does/did the reference subject fall short?**
- (10) **What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

Please respond by circling the appropriate number on the scale below.

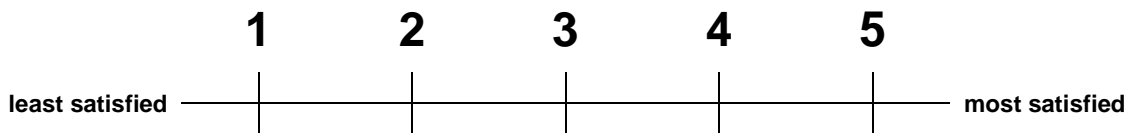


What, if any, comments do you have regarding the score selected above?

RFP # 33101-2012733109FA3 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) **Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

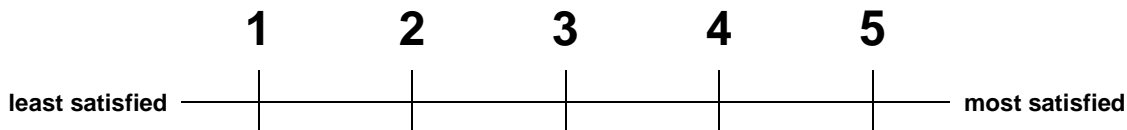
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) **Would you contract again with the reference subject for the same or similar goods or services?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX -Student Readiness

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH SECTION C.1 Student Readiness Content (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL Student Readiness Content (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE C.1 Student Readiness Content: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX - Students with Disabilities

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH SECTION C.2 Students with Disabilities Content (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL Students with Disabilities Content (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE C.2. Students with Disabilities Content : (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 33101-2012733109FA3 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RF

**CONTRACT**

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date June 1, 2021	End Date June 30, 2022	Agency Tracking # 33101- 2012733109FA3	Edison Record ID		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only) Student Readiness Online Content Development					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022		\$1,500,00.00			\$1,500,00.00
TOTAL:		\$1,500,000.00			\$1,500,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> Competitive Selection		RFP 33101-2012733109FA3			
<input type="checkbox"/> Other					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Department of Education ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Student ReadinessOnline Content Development, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Age Band ("Age Band") – Includes the following distinct age groups/grade levels: Pre-kindergarten, Elementary School, Middle School, High School, Postsecondary
 - b. Article ("Article") – 300 to 1500 words explaining, describing, providing evidence-based practices beneficial to the Audience
 - c. Assessment / Diagnostic / Survey ("Assessment / Diagnostic / Survey") – a tool created to provide measurement through formative and or summative data indicating a) student progress, mastery, or performance on related content, b) identified need in a related area, and or c) input from a variety of stakeholders such as students, families, educators, and or community partners. The instruments may be in a variety of lengths, should be evidence-based where appropriate, based on reliable psychometrics were appropriate, and aligned to Tennessee standards and frameworks provided.
 - d. At-Risk ("At-Risk") – those who are directly certified for specific state and federal assistance programs, including those who are identified as homeless, migrant, runaway, and / or those in foster care
 - e. Audience or Audience Groups ("Audience" or "Audience Groups") – Includes four (4) distinct groups: Families, Educators, Students, and Community Members
 - f. Best For All Central or Online Platform or BFAC ("Best For All Central" or "Online Platform" or "BFAC") – The State-hosted web-based platform where all resources and content provided under this Contract will be housed.
 - g. Community Members ("Community Members") – employers, organizations, entities, or those related groups within the local area who may impact and or interact with school children
 - h. Community Involvement ("Community Involvement") – groups, organizations, and local businesses create partnerships with schools, share resources, and volunteer to support student learning, development, and health-related activities
 - i. Counseling, Psychological and Social Services ("Counseling, Psychological and Social Services") – prevention and intervention services support the mental, behavioral, and social health of students which can include direct and indirect psychological, psychoeducational, and psychosocial interventions to reduce academic and social barriers to learning
 - j. Course Series ("Course Series") – at least three consecutive learning modules on a related topic with the intention of the participant completing the entire series to gain knowledge, understanding, or an intended skill.
 - k. Educators ("Educators") - district staff, school leaders, teachers and school staff

- l. Elementary School (“Elementary School”) – typically kindergarten through grade 5, but may vary based on location. Usually, students ages five (5) to eleven (11).
- m. Employee Wellness (“Employee Wellness”) – fostering school and district employees’ physical and mental health
- n. English Learners (“English Learners”) – a student whose native language is not English and is not yet proficient in reading, writing, listening or speaking in English
- o. Families (“Families”) - parents, guardians, caretakers, and individuals residing with school children
- p. Family Engagement (“Family Engagement”)– families with school and district staff work together to support and improve the learning, development, and health of students
- q. Health Education (“Health Education”) – helps students acquire the knowledge, attitudes, and skills they need for making health-promoting decision, achieving health literacy, adopting health-enhancing behaviors, and promoting the health of others
- r. Health Services (“Health Services”) – provides direct health related care while also promoting wellness, preventative services, and care coordination services
- s. High School (“High School”) – typically grade 9 through grade 12, but may vary based on location. Usually, students ages fourteen (14) to eighteen (18).
- t. Highly Mobile (“Highly Mobile”) – similar to at-risk, this includes youth in foster care, migrant students, or those experiencing homelessness. Additionally, highly mobile students can be defined as those who move multiple times over the course of their K-12 education outside periods of transitioning from grade level to grade level
- u. Intellectually Gifted (“Intellectually Gifted”) –a child whose intellectual abilities, creativity, and potential for achievement are so outstanding that the child’s needs exceed differentiated general education programming, adversely affect educational performance and requires specifically designed instruction or support services
- v. Learning Module (“Learning Module”) – a 45 minute to three (3) hour training session available online which includes guided presentation, opportunities for application, and access to participant guided notes
- w. Lesson Plan (“Lesson Plan”) – a detailed outline for a lesson to be taught by an educator to students which contains an objective, formative assessment, age appropriate learning activities, and minute-by-minute schedule
- x. Middle School (“Middle School”) - typically grade 6 through grade 8 but may vary based on location. Usually, students ages eleven (11) to fourteen (14).
- y. Nutrition Environment and Services (“Nutrition Environment and Services”) – having access to, an opportunity to learn about, and practice healthy eating through available foods and beverages, nutrition education, and messages about food throughout the school
- z. Physical Education and Physical Activity (“Physical Education and Physical Activity”) – schools create an environment that offers many opportunities for students to be physically active throughout the day and learn about the importance of and ways to ensure long-term physical health
- aa. Physical Environment (“Physical Environment”) – ensures the health and safety of the school environment including the school building and protects occupants from physical threats
- bb. Podcast (“Podcast”) – a ten (10) – thirty (30) minute audio file containing content on a particular topic. May include a podcast series with multiple installments
- cc. Post-Secondary (“Post-Secondary”)– post high school. Usually, individuals ages eighteen (18) to twenty-two (22).
- dd. Pre-Kindergarten (“Pre-Kindergarten”) – children birth to age five (5)
- ee. Printable / Checklist (“Printable / Checklist”) – prepared documents that can serve as a guide, process map, fillable document or even education related content meant to be consumed by a particular Audience.
- ff. Professional Development Trainings for Educators (“Professional Development Trainings for Educators”) – developed training materials including a presentation with facilitator notes, agenda, objectives, and all related participant handouts and materials. Each professional development session should be between one (1) and six (6) hours in length, depending on the complexity of the topic. Adult learning theory

and best practice in adult facilitation and engagement shall be utilized. Materials shall be developed utilizing Microsoft PowerPoint and Microsoft Word.

- gg. Resource Map ("Resource Map") - a mapping tool on the Best For All Central web platform which geotags locally available resources and service providers that are aligned to student supports and services..
- hh. School Climate and Behavior ("School Climate and Behavior") – refers to the psychosocial aspect of an educational experience which fosters positive relationships, engagement, and general feeling of belonging
- ii. Students ("Students") – children from birth through twenty-two (22) years of age
- jj. Students with Disabilities ("Students with Disabilities")– individual with some physical or mental impairment that substantially limits one (1) or more major life activities; or a child between three (3) and twenty-one (21) years of age, both inclusive, who has been evaluated and determined as having a state-identified disability of functional delay or intellectually gifted, or as having one (1) or more of the following disabilities as defined in 34 C.F.R. §§ 300.8: an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; emotional disturbance; an orthopedic impairment; autism; traumatic brain injury; other health impairment; a specific learning disability; developmental delay; deaf-blindness; or multiple disabilities and who, by reason thereof, needs special education and related services.
- kk. Toolkit ("Toolkit") – set of guidance to support with district, school, or classroom implementation of a related topic, concept, or practice. Toolkits would include descriptions, summaries, roles and responsibilities, processes, links to additional resources, templates, etc.
- ll. Unit Plan ("Unit Plan") – an outline for a unit of content with a specific number of individual lessons. Contains the number of days, individual lesson objectives, summative assessment for end of unit mastery, and key knowledge and skills to be acquired over the course of the unit. It would be expected that a series of unit plans would be made available to ensure exhaustive coverage of content over the course of an academic year
- mm. Video ("Video")– a three (3)- fifteen (15) minute audio-visual recording containing content on a particular topic. May include a video series with multiple installments

A.3. Student Readiness Online Content Creation. The Contractor shall, as requested by the State, provide (either through original development or by customizing existing resources) at least 1,000 separate and non-duplicative digitally available resources to promote the wellbeing of students and families.

a. The Contractor's resources shall meet the following requirements.

Audience – In order to ensure content is developmentally appropriate (both in content and in design), all Student Readiness content shall be separated into categories for each of the four (4) Audience Groups (families, educators, students and community members). Content developed for families shall be made available in both English and Spanish. Educators and families shall receive cohesive information that can be shared easily between the two stakeholder groups (i.e. Educators shall have access to available resources that they can share directly with families without needing to create them personally).

- 1) **Age Band** – To ensure content is developmentally appropriate related to the age of students, all Student Readiness content shall be separated into each Age Band.
- 2) **Topics** - Content shall address each of the following topics:
 - i. Physical education and physical activity
 - ii. Health education and services
 - iii. Nutrition
 - iv. Physical school environment
 - v. School climate and behavior
 - vi. Counseling, mental health, and related services
 - vii. Employee wellness

- viii. Community involvement
 - ix. Family engagement
 - x. English learners
 - xi. Intellectually gifted
 - xii. Highly mobile and at-risk
- b. Materials Design – The Contractor shall create all materials for inclusion in the Online Platform and shall be evidence-based, appropriate for the intended Audience, meet ADA compliance requirements, serve a clear purpose for use, and be seamlessly integrated with the existing State website. Content shall be designed to be easily and effectively accessed via computer, tablet, and smart phone. Materials shall be downloadable. Any interactive feature must meet H5P requirements (H5P is a free and open-source content collaboration framework based on JavaScript. See <https://h5p.org/>).
- c. The Contractor shall tag each developed resource by topic, and by:
 - 1) Audience – at least three (3) of the four (4) groups shall have unique content and shall include educators and families. The third group shall be either students or community partners, or may cover all four (4) groups.
 - 2) Age Band – all school ages shall be included. Some resources may be tagged for multiple Age Bands. At least four (4) of the five (5) Age Bands shall have unique content.
 - 3) Resource Types:
 - i. Articles
 - ii. Assessment / Diagnostic / Survey
 - iii. Printable / Checklist
 - iv. Podcast
 - v. Video
 - vi. Learning Module
 - vii. Toolkit
 - viii. Lesson Plan
 - ix. Unit Plan
 - x. Professional Development Trainings for Educators
- d. The Contractor shall provide for each topic a variety of resources. At least four (4) of the ten (10) resource types shall be provided for each Topic-Audience-Age Band combination. Each combination shall have at least four (4) unique resources created. At least one (1) article, one (1) learning module, one (1) toolkit, and one (1) video shall be developed for each topic-Audience-Age Band combination. The only exception is for the topic of employee wellness. The Audience shall only include Educators and shall not require differentiation across the Age Bands. Thus, employee wellness requires a total of at least four (4) unique resources.
- e. The Contractor shall provide at least 1,000 total unique resources to support Student Readiness related topics. The Contractor shall upload resources to the Best For All Central upon approval. The types and quantity of resources per each topic-Audience-Age Band combination shall be proposed by the Contractor and approved by the State within ten (10) calendar days of the Contract Effective Date. The State reserves the right to select specific resources that shall be developed. The agreed upon selection of resources per topic-Audience-Age Band combination shall be made available via a shared, password-protected online project management tool, established by the Contractor and approved by the State, which will house the attachments or links of resources as they are drafted and finalized.
- f. Structure – The contractor shall align and tag content to existing Tennessee standards, where applicable including:
 - i. English Learner Framework
(https://www.tn.gov/content/dam/tn/education/cpm/EL_Framework.pdf)

- ii. Social and Personal Competencies
(https://www.tn.gov/content/dam/tn/education/safety/safe_sch/SPC_Resource_Guide.pdf)
 - iii. Trauma-Informed Discipline Practices Guidance Document
(<https://www.tn.gov/education/health-and-safety/school-safety.html>)
 - iv. Health and Lifetime Wellness (<https://www.tn.gov/education/instruction/academic-standards/health-pe-wellness-standards.html>)
- g. Stakeholder Review – The Contractor shall ensure for each Topic-Audience-Age Band combination, at least 50% of the resources must be reviewed and evaluated by at least five (5) educators, family members, Tennessee state legislator, or other appropriate stakeholders who are directly connected with students within that Age Band. A survey shall be completed by each of the five (5) members of the review team. The identity of review team members and contact information will be made known to the State and included in reports provided to the State upon submission of reviewed content. The short survey will be created by the Contractor and approved by the State for general use. All surveys shall be collected and recorded in a spreadsheet, made available per State request. This data should be included on reports and updates demonstrating the acceptance of resource developed as well as a brief narrative describing the action taken by the Contractor to incorporate feedback. The materials will also be made available for public review and feedback for at least thirty (30) days before Department approval.
- h. Timeline – The Contractor shall complete all Student Readiness related content by June 30, 2022.
- 1) By August 31, 2021 a total of at least 200 resources will be uploaded
 - 2) By December 30, 2021 a total of at least 600 resources will be uploaded
 - 3) By June 30, 2022 a total of at least 1,000 resources will be uploaded
- i. Resource Mapping Confirming Accuracy of Content for Available Resources by County – The Contractor shall, as requested by the State, review, verify, confirm, and update information for already identified local services and providers such as but not limited to the location, contact information, hours of operation, service type, fee structure, etc. Upon investigating accuracy of information for locally available services, the Contractor shall also add additional services and service providers to the resource map as they are discovered. This shall require the Contractor to coordinate and collaborate with various entities responsible for the development of the resource map.

A.4. Project Management

- a. Work Plan – The Contractor shall prepare, within ten (10) calendar days of the Contract Effective Date, a comprehensive and detailed Work Plan. The Work Plan shall incorporate the schedules for each activity required by this Contract. Specifically, the requirements for the Work Plan include the following:
- 1) The Contractor shall create the Work Plan which will outline by task and due date each activity to be performed. The Work Plan shall indicate areas of responsibility for the Contractor and the State. The Work Plan shall serve as a monitoring document to be used by the State to track and ensure timely completion of tasks as scheduled. The Work Plan shall include the following.
 - i. A content development section and process management section.
 - ii. All process steps and timelines for material development, proofing, feedback rounds with the State, uploading process, and ongoing revision of content.

- iii. Planning meeting schedule, agenda development, and location for monthly meeting with the State.
 - iv. Any use of subcontractors.
 - v. Business processes and steps for all project work tasks and deliverables, including initiation and completion dates, and task responsibilities needed to deliver training and materials on time.
- 2) The Contractor shall provide a Work Plan, which is to be delivered in a format as determined by the State. Both the State and the Contractor shall have access to and the ability to track all dates in the Work Plan. Any changes to the Work Plan require approval in writing by the State.
 - 3) The Contractor shall establish secure websites for use in maintaining the Work Plan or other communications, including but not limited to, posting materials for review with the State for Contract management. The Work Plan and any related or supporting materials shall be considered delivered and final after written notification is given to the Contractor via email or other electronic methods by the State.
 - 4) Management Meetings – The Contractor shall: Convene at least one (1) monthly management meeting between the Contractor and the State. These management meetings shall include a review of the key activities, deliverables, and dates and provide an opportunity to discuss task implementation and status.
 - 5) Schedule of Goods, Services, or Deliverables – The Contractor shall ensure the State has the opportunity to review and approve all goods, services, or deliverables purchased under this Contract. The State reserves the right to determine specific details of goods, services, or deliverables under this Contract. Changes to any goods, services, or deliverables provided by the Contractor under this Contract shall only be made with State's written approval. The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the field, public, or any other third party without the State's prior written approval. All modifications or corrections of goods, services, or deliverables shall be at the Contractor's sole cost and expense.
- b. Project Team – The Contractor shall provide the State with a project team to support the development and deployment of resources.
- 1) The Contractor shall assign a single point of contact to manage all inquiries related to materials, training, and technical assistance required for this Contract. This point of contact shall have experience leading training cohorts on a similar scale as the described training in Sections A.3 and A.4, and shall have the authority to bind the Contractor.
 - 2) The Contractor shall create a Contractor team whose members, at a minimum, shall have the necessary technical experience, knowledge, and operational experience in the following areas:
 - i. Managing or coordinating the development and implementation of large-scale projects similar to this training;
 - ii. Communicating effectively orally and in writing;
 - 3) The Contractor shall, as requested by the State, provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract. The roster shall indicate the annual full-time equivalent ("FTE") of each of the key people proposed for this Contract, by year. The State reserves the right to reject key personnel proposed for the project team on the basis of a performance exercise. The performance exercise shall be a task created by the State that mirrors a task the State deems necessary for the key personnel to successfully execute services required under this Contract. The results of the performance exercise shall be used to verify that key personnel proposed by the Contractor are qualified to provide services in accordance with this Contract.
 - 4) The Contractor shall not remove, reassign, or reduce FTE responsibility for any key personnel without prior written notification to and approval by the State.

5) The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services at the levels specified in the Contract due to resignation, illness, or other factors affecting availability. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall also provide the State with written notification and the resume or vitae of all replacement personnel proposed for the project team. The State reserves the right to reject key replacement personnel proposed for the project team on the basis of a performance exercise.

c. Continuity of Contract – The Contractor shall:

- 1) Participate in joint meetings with other State contractors or other groups identified by the State as needed. Participation shall include preparation of support materials and other documentation.
- 2) Cooperate fully with the State and any future contractor designated by the State, in the event that part or all of the services under this Contractor are transitioned to a new contractor or to the State. The Contractor shall provide a transition plan, including essential data, materials, or other documentation a future contractor would need to implement similar responsibilities to those required of the Contractor under this Contract.

A.5. Quality Control and Assurance. The Contractor shall provide accurate, consistent, timely fulfillment of all requirements in this Contract. As part of the Work Plan described in Section A.4. the Contractor shall provide a comprehensive and detailed plans for quality assurance specific to the development of these resources, including error correction and mitigation strategies in the case of defective, inconsistent or late delivery.

a. Quality Control – The Contractor shall provide detailed, standardized, quality control procedures for review and Approval by the State. Approved quality control procedures shall be included in the Work Plan for each training week and associated materials. The Contractor shall provide quality control measures including but not limited to the following:

- 1) A written proposal for a comprehensive check that all content has been created and presented in digital versions and are rendered error-free in all versions.
- 2) The Contractor shall implement a plan approved by the State for monitoring and maintaining the quality of resources, and their timely and accurate delivery.

b. Error Correction – The Contractor shall correct any errors in goods, services, or deliverables at the Contractor's expense, arising from activities that are the responsibility of the Contractor including but not limited to, print errors, late or incorrect delivery of resources, or late or inaccurate uploading of content to the Online Platform. Such corrections may involve activities that include but are not limited to the following:

- 1) Analyses to identify the root cause and extent of errors;
- 2) Edit, revise, reproduce, or reprint materials;
- 3) Produce reports indicating corrected and or updated items as needed.
- 4) The Contractor shall provide documentation to the State of the procedures and results of the Contractor's Quality Assurance and error correction activities within one week of the error. The Contractor shall include a summary report after training week two is completed.

c. Updating Content – The Contractor shall update any previously uploaded content should new research provide additional evidence-based best practice to include or render any previously provided resource obsolete through the Contract Term. All content should be routinely reviewed to ensure accuracy, making any necessary updates where required or requested by the State. The Contractor is solely responsible for ensuring that proper attributions are provided when necessary.

d. State Review and Acceptance – The Contractor shall submit content to the State for review, feedback, and approval. The Contractor shall incorporate all expected feedback prior to final State approval.

- e. Uploading Content to BFAC – The Contractor shall upload all content to BFAC once final approval has been provided by the State.
- A.6. The Contractor shall provide content pursuant to this Contract may either be newly developed by the Contractor or customized by the Contractor for the State. The Contractor shall provide written documentation that the State has the legal right to use, modify, and distribute all content provided under this Contract in perpetuity. This may include, at no additional cost to the State or Audience Groups, securing any copyright permissions and including any necessary attributions on content. The State may request that the Contractor include an attribution to the Tennessee Department of Education on content.
- A.7. The Contractor shall provide all resources in a format that allows for hosting on the State’s Online Platform, BFAC. All content shall be free for use to Students, Families, Educators, and Community Members.
- A.8. Score Card
The Contractor shall submit developed content monthly, two (2) weeks prior to invoicing. Resources will be catalogued using the project management tool described in A.4. Criteria established in sections A.3. and A.5. will be utilized to evaluate the percent of criteria met and number of deliverables produced.

The State shall utilize a Score Card and Key Performance Indicators (“KPIs”) to measure the Contractor’s performance against expected outcomes. The Score Card and KPIs shall be utilized to evaluate the Contractor’s performance for the purpose of determining the percentage to be paid (payment rate) to the Contractor as set forth in Section C.3. of this Contract. The State reserves the right to exercise any other rights available to it under this Contract or at law or equity in lieu of reductions under this Section.

Score Card - Project Management Documents

KPI/Metric	Payment Rate	Documentation Method	Scope Reference
Planning documents for executing the project including a detailed Work Plan, provision of web-based project management tool, and project management meetings.	1.0	Evaluation of content meets 100% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	A.4
	0.7	Evaluation of content meets fewer than 100% but at least 70% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	
	0.5	Evaluation of content meets fewer than 70% but at least 50% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	
	0.0	Evaluation of content meets fewer than 50% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	

Resources for Student Readiness Content:

KPI/Metric	Payment Rate	Documentation Method	Scope Reference
Resources developed for the promotion of	1.0	Materials submitted to State meet 100% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this	A.3 A.5

Student Readiness related content meet all expectations related to topic-Audience-Age Band combinations. Quality is assured and content is uploaded to BFAC		Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	A.6 A.7
	0.7	Materials submitted to State meets fewer than 100% but at least 70% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	
	0.5	Materials submitted to State meets fewer than 70% but at least 50% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	
	0.0	Materials submitted to State meet fewer than 50% of expected criteria in Scope A.3., A.5., A.6., A.7., and A.9. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	

- A.9. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1 This Contract shall be effective for the period beginning on June 1, 2021 (“Effective Date”) and ending on June 30, 2022 (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60).

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one-million, five hundred thousand dollars (\$1,500,000.00) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Student Readiness Project Management Tools Scope A.4 of this Contract Subject to evaluation of Contractor’s performance as set forth in Section A.8.	\$/ one-time payment upon delivery
Student Readiness Article Scope A.3, A.5, A.6 and A.7 of this Contract Subject to evaluation of Contractor’s performance as set forth in Section A.8.	\$ Number each

<p>Student Readiness Assessment / Diagnostic / Survey Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Printable / Checklist Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Podcast Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Video Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Learning Module Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Lesson Plan Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Unit Plan Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Professional Development Training for Educators Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Student Readiness Toolkit Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each

Student Readiness OPTIONAL / As Requested by the State: Vetting and Accuracy of Content for Available Resources by County Scope A.3 and A.5 of this Contract	\$ Per hour
Note: See Contract Section A.8 Score Card for how KPIs will be used to measure Contractor's performance against expected outcomes. The payment amounts for the goods and services in this table will be multiplied by the corresponding payment rate determined by the State via the Score Card evaluation. The State reserves the right to exercise any other rights available to it under this Contract or at law under this Section.	

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:
- Katie Houghtlin, Special Advisor to the Commissioner
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Katie.Houghtlin@tn.gov
615-881-2839
- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Education, Office of the Commissioner
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Katie Houghtlin, Special Advisor to the Commissioner

Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Katie.Houghtlin@tn.gov
 615-881-2839

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, quarantines and epidemics, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes: Attachment A
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two

million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

c. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
- E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of

Education and the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.

- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

COMMISSIONER, PENNY SCHWINN **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date June 1, 2021	End Date December 30, 2022	Agency Tracking # 33101-2012733109FA3	Edison Record ID		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only) Students with Disabilities Online Content Development					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2022		\$4,000,000.00			\$4,000,000.00
2023		\$2,000,000.00			\$1,500,000.00
TOTAL:		\$6,000,000.00			\$6,000,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE):					
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> Competitive Selection		RFP 33101-2012733109FA3			
<input type="checkbox"/> Other					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Department of Education ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Students with Disabilities Online Content Development, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. 504 plan ("504 plan")– A written document developed by a student's 504 team that Outlines the services, modifications, and/or accommodations to be provided to a student with a physical or mental impairment that substantially limits one or more major life activities.
 - b. Age Band ("Age Band") – Includes the following distinct age groups/grade levels: Pre-kindergarten, Elementary School, Middle School, High School, Postsecondary
 - c. Article ("Article") – 300 to 1500 words explaining, describing, providing evidence-based practices beneficial to the Audience
 - d. Assessment / Diagnostic / Survey ("Assessment / Diagnostic / Survey") – a tool created to provide measurement through formative and or summative data indicating a) student progress, mastery, or performance on related content, b) identified need in a related area, and or c) input from a variety of stakeholders such as students, families, educators, and or community partners. The instruments may be in a variety of lengths, should be evidence-based where appropriate, based on reliable psychometrics were appropriate, and aligned to Tennessee standards and frameworks provided.
 - e. Audience or Audience Groups ("Audience" or "Audience Groups") – Includes four (4) distinct groups: Families, Educators, Students, and Community Members
 - f. Autism Spectrum Disorder ("Autism Spectrum Disorder" or "Autism") –a developmental disability, which significantly affects verbal and nonverbal communication and social interaction, generally evident before age three (3) that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experience.
 - g. Best For All Central or Online Platform or BFAC ("Best For All Central" or "Online Platform" or "BFAC") – The State-hosted web-based platform where all resources and content provided under this Contract will be housed.
 - h. Community Members ("Community Members") – employers, organizations, entities, or those related groups within the local area who may impact and or interact with school children
 - i. Course Series ("Course Series") – at least three consecutive learning modules on a related topic with the intention of the participant completing the entire series to gain knowledge, understanding, or an intended skill

- j. Deafness (“Deafness”) –a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child’s educational performance.
- k. Deaf Blindness (“Deaf Blindness”) – concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs by addressing any one of the impairments.
- l. Developmental Delay (“Developmental Delay”) –children aged three years, zero months (3:0) through nine years, eleven months (9:11) who are experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures, in one (1) or more of the following areas: physical development, cognitive development, communication, social or emotional development, or behavior development .
- m. Educators (“Educators”) - district staff, school leaders, teachers and school staff
- n. Elementary School (“Elementary School”) – typically kindergarten through grade 5, but may vary based on location. Usually, students ages five (5) to eleven (11).
- o. Emotional Disturbance (“Emotional Disturbance”) – a condition exhibiting one (1) or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child’s educational performance. Inability to learn which cannot be explained by intellectual, sensory, or health factors; inability to build or maintain satisfactory interpersonal relationships with peers and teachers; inappropriate types of behavior or feelings under normal circumstances; a general pervasive mood of unhappiness or depression; or a tendency to develop physical symptoms or fears associated with personal or school problems.
- p. Families (“Families”) - parents, guardians, caretakers, and individuals residing with school children
- q. Functional Delay (“Functional Delay”) - a continuing significant disability in intellectual functioning and achievement that adversely affects the student’s ability to progress in the general education program, but the student’s adaptive behavior in the home or community is not significantly impaired
- r. Hearing Impairment (“Hearing Impairment”) –an impairment in hearing, whether permanent or fluctuating, that adversely affects a child’s educational performance but does not include Deafness. High School (“High School”) – typically grade 9 through grade 12, but may vary based on location. Usually, students ages fourteen (14) to eighteen (18).
- s. Individualized Education Program (“IEP”) –a written statement for a child with a disability that is developed, reviewed, and revised in accordance with 34 CFR §§ 300.320 through 300.
- t. Individuals with Disabilities Education Act (“IDEA”) – A federal law that makes available a free appropriate public education to eligible children with disabilities and ensures special education and related services to those children.
- u. Intellectual Disability (“Intellectual Disability”) –significantly impaired intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period that adversely affects a child’s educational performance.
- v. Learning Module (“Learning Module”) – a 45 minute to three (3) hour training session available online which includes guided presentation, opportunities for application, and access to participant guided notes
- w. Lesson Plan (“Lesson Plan”) – a detailed outline for a lesson to be taught by an educator to students which contains an objective, formative assessment, age appropriate learning activities, and minute-by-minute schedule
- x. Middle School (“Middle School”) - typically grade 6 through grade 8, but may vary based on location. Usually, students ages eleven (11) to fourteen (14).
- y. Multiple Disabilities (“Multiple Disabilities”) –concomitant impairments (such as Intellectual Disability- Deafness, Intellectual Disability-Orthopedic Impairment), the combination of which causes such severe educational needs that they cannot be accommodated by addressing only one (1) of the impairments
- z. Orthopedic Impairment (“Orthopedic Impairment”) –a severe orthopedic impairment that adversely affects a child’s educational performance. The term includes, but is not

- limited to, impairments caused by congenital anomaly (e.g. club foot, absence of some member), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g. cerebral palsy, amputations, and fractures or burns that cause contractures).
- aa. Other Health Impairment (“Other Health Impairment”) –having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, Attention Deficit Hyperactivity Disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette’s Syndrome that adversely affects a child’s educational performance.
 - bb. Podcast (“Podcast”) – a ten (10) to thirty (30) minute audio file containing content on a particular topic. May include a podcast series with multiple installments
 - cc. Post-Secondary (“Post-Secondary”) – post high school. Usually, individuals ages eighteen (18) to twenty-two (22).
 - dd. Pre-Kindergarten (“Pre-Kindergarten”) – children birth to age five (5)
 - ee. Printable / Checklist (“Printable / Checklist”) – prepared documents that can serve as a guide, process map, fillable document or even education related content meant to be consumed by a particular Audience.
 - ff. Professional Development Trainings for Educators (“Professional Development Trainings for Educators”) – developed training materials including a presentation with facilitator notes, agenda, objectives, and all related participant handouts and materials. Each professional development session should be between one (1) and six (6) hours in length, depending on the complexity of the topic. Adult learning theory and best practice in adult facilitation and engagement shall be utilized. Materials shall be developed utilizing Microsoft PowerPoint and Microsoft Word.
 - gg. Resource Map (“Resource Map”) - a mapping tool on the Best For All Central web platform which geotags locally available resources and service providers that are aligned to student supports and services..
 - hh. Specific Learning Disability (“Specific Learning Disability”) –a disorder in one (1) or more of the basic psychological processes involved in understanding or in using language, spoken or written, which may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations, and that adversely affect a child’s educational performance. Specific Learning Disability includes conditions such as perceptual disabilities (e.g., visual processing), brain injury that is not caused by an external physical force, minimal brain dysfunction, dyslexia, and developmental aphasia.
 - ii. Speech or Language Impairment (“Speech or Language Impairment”) –a communication disorder, such as stuttering, impaired articulation, a language impairment, or voice impairment that adversely affects a child’s educational performance.
 - jj. Students (“Students”) – children from birth through twenty-two (22) years of age
 - kk. Students with Disabilities (“Students with Disabilities”)– a child with a physical or mental impairment that substantially limits one (1) or more major life activities; and/or a child between three (3) and twenty-one (21) years of age, both inclusive, who has been evaluated and determined as having a state-identified disability of functional delay or intellectually gifted, or as having one (1) or more of the following disabilities as defined in 34 C.F.R. §§ 300.8: an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; emotional disturbance; an orthopedic impairment; autism; traumatic brain injury; other health impairment; a specific learning disability; developmental delay; deaf-blindness; or multiple disabilities and who, by reason thereof, needs special education and related services.
 - ll. TEIS (“TEIS”) –a program that provides services to children ages birth up to age three who have disabilities or other developmental delays The principles of Early Intervention are to: support families in promoting their child’s optimal development, facilitate the child’s participation in family and community activities, and to encourage the active participation of families in the intervention by imbedding strategies into family routines.

- m.m. Toolkit (“Toolkit”) – set of guidance to support with district, school, or classroom implementation of a related topic, concept, or practice. Toolkits would include descriptions, summaries, roles and responsibilities, processes, links to additional resources, templates, etc.
- nn. Traumatic Brain Injury (“Traumatic Brain Injury”) –an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child’s educational performance. The term applies to open or closed head injuries resulting in impairments in one (1) or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech.
- oo. Unit Plan (“Unit Plan”) – an outline for a unit of content with a specific number of individual lessons. Contains the number of days, individual lesson objectives, summative assessment for end of unit mastery, and key knowledge and skills to be acquired over the course of the unit. It would be expected that a series of unit plans would be made available to ensure exhaustive coverage of content over the course of an academic year
- pp. Video (“Video”)– a three (3)- fifteen (15) minute audio-visual recording containing content on a particular topic. May include a video series with multiple installments
- qq. Visual Impairment (“Visual Impairment”) – including blindness, means impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness

A.3. Students with Disabilities Content Creation. The Contractor shall, as requested by the State, provide (either through original development or by customizing existing resources) at least 2,500 separate or non-duplicative digitally available resources to support Students with Disabilities.

- a. The Contractor resources shall meet the following requirements.

Audience – To ensure content is developmentally appropriate (both in content and in design) all Students with Disabilities content shall be separated into each of the four (4) Audience Groups (families, educators, students, and community members). Content developed for families shall be made available in both English and Spanish. Educators and families shall receive cohesive information that can be shared easily between the two stakeholder groups (i.e. Educators shall have access to available resources that they can share directly with families without needing to create them personally).

- 1) Age Band – In order to ensure content is developmentally appropriate related to the age of students, all Students with Disabilities related content shall be separated into Age Bands.
- 2) Topics – Content shall be distributed across each of the following topics:
 - i. Autism
 - ii. Deafness
 - iii. Deaf blindness
 - iv. Developmental delay
 - a. Emotional disturbance
 - b. Functional delay
 - vi. Hearing impairment
 - vii. Intellectual disability
 - ix. Orthopedic impairment
 - x. Other health impairment
 - xi. Specific learning disability
 - xii. Speech or language impairment
 - xiii. Traumatic brain injury
 - xiv. Visual impairment
 - xv. General content including but not limited to identification, symptoms, evaluation, timelines, meeting preparation, etc.
 - xvi. Transition from TEIS

- xvii. Transition from Elementary School, Middle School, and High School
- xviii. IEPs and 504 Plans
- 3) Materials Design. The Contractor shall create all materials for inclusion in the Online Platform shall be evidence based, appropriate for the intended Audience, meet ADA compliance requirements, serve a clear purpose for use, and be seamlessly integrated with the existing State website. Content shall be designed to be easily and effectively accessed via computer, tablet, and smart phone. Materials shall be downloadable. Any interactive feature must meet H5P requirements (H5P is a free and open-source content collaboration framework based on JavaScript. See <https://h5p.org/>)..
- 4) The Contractor shall tag each developed resource by topic, and by:
- i. Audience – at least three (3) of the four (4) groups shall have unique content and shall include educators and families. The third group shall be either students or community partners, or may cover all four (4) groups.
 - ii. Age Band – all school ages shall be included. Some resources may be tagged for multiple age bands. At least four (4) of the five (5) age bands shall have unique content.
- 5) Resource Types:
- i. Articles
 - ii. Assessment / Diagnostic / Survey
 - iii. Printable / Checklist
 - iv. Podcast
 - v. Video
 - vi. Learning Module
 - vii. Toolkit
 - viii. Lesson Plan
 - ix. Unit Plan
 - x. Professional Development Trainings for Educators
- b. The Contractor shall provide a variety of resources. At least five (5) of the ten (10) resource types shall be provided for each Topic-Audience-Age Band, combination. Each combination shall have at least ten (10) unique resources created. At least one (1) article and one (1) video shall be developed for each topic-Audience- Age Band combination.
- c. The Contractor shall provide at least 2,500 total unique resources provided to support Students with Disabilities related topics. The Contractor shall also upload resources to Best For All Central upon approval. The types and quantity of resources per each Topic-Audience- Age Band combination will be proposed by the Contractor and approved by the State within ten (10) calendar days of the Contract Effective Date. The State reserves the right to select specific resources that shall be developed. The agreed upon selection of resources per topic-Audience- Age Band combination should be made available via a shared password-protected online platform which will house the attachments or links of resources as they are drafted and finalized.
- d. Structure – The Contractor shall, where applicable, ensure content is aligned to and tagged by existing Tennessee standards, including Special Education Framework as follows: (https://www.tn.gov/content/dam/tn/education/special-education/framework/sped_framework.pdf) and requirements pertaining to Students with Disabilities as available on the State (<https://www.tn.gov/education/finance-and-monitoring/idea.html>) (<https://www.tn.gov/education/student-support/special-education.html>) and rules, policies and guidance from the Tennessee State Board of Education webpages (<https://www.tn.gov/sbe/rules--policies-and-guidance.html>).
- e. Stakeholder Review – The Contractor shall ensure for each Topic-Audience- Age Band combination, at least 50% of the resources shall be reviewed and evaluated by at least

five (5) educators, family members, Tennessee state legislators, or other appropriate stakeholders who are directly connected with Students with Disabilities within that Age Band. A survey shall be completed by each of the five (5) members of the review team. The short survey will be created by the Contractor and approved by the State for general use. All surveys shall be collected and recorded in a spreadsheet, made available per State request. This data should be included on reports and updates demonstrating the acceptance of resource developed as well as a brief narrative describing the action taken by the Contractor to incorporate feedback. The materials will also be made available for public review and feedback for at least thirty (30) days before Department approval.

- f. Timeline – The Contractor shall complete all Students with Disabilities related content by December 30, 2022.
- 1) By August 31, 2021 at least 200 resources will be uploaded
 - 2) By December 30, 2021 a total of at least 900 resources will be uploaded
 - 3) By June 30, 2022 a total of at least 1,600 resources will be uploaded
 - 4) By December 30, 2022 a total of at least 2,500 resources will be uploaded
- g. Resource Mapping Confirming Accuracy of Content for Available Resources by County – The Contractor shall, as requested by the State, review, verify, confirm and update information for already identified local services and providers such as but not limited to the location, contact information, hours of operation, service type, fee structure. Upon investigating accuracy of information for locally available services, the Contractor shall add services and service providers to the resource map as they are discovered. This shall require the Contractor to coordinate and collaborate with various entities responsible for the development of the resource map.

A.4. Project Management

- a. Work Plan – The Contractor shall prepare, within ten (10) calendar days of the Contract Effective Date, a comprehensive and detailed Work Plan. The Work Plan shall incorporate the schedules for each activity required by this Contract. Specifically, the requirements for the Work Plan include the following:
- 1) The Contractor shall create the Work Plan which will outline by task and due date each activity to be performed. The Work Plan shall indicate areas of responsibility for the Contractor and the State. The Work Plan shall serve as a monitoring document to be used by the State to track and ensure timely completion of tasks as scheduled. The Work Plan shall include the following.
 - i. A content development section and process management section.
 - ii. All process steps and timelines for material development, proofing, feedback rounds with the State, uploading process, and ongoing revision of content.
 - iii. Planning meeting schedule, agenda development, and location for monthly meeting with the State.
 - iv. Any use of subcontractors.
 - v. Business processes and steps for all project work tasks and deliverables, including initiation and completion dates, and task responsibilities needed to deliver training and materials on time.
 - 2) The Contractor shall provide a Work Plan, which is to be delivered in a format as determined by the State. Both the State and the Contractor shall have access to and

the ability to track all dates in the Work Plan. Any changes to the Work Plan require approval in writing by the State.

- 3) The Contractor shall establish secure websites for use in maintaining the Work Plan or other communications, including but not limited to, posting materials for review with the State for Contract management. The Work Plan and any related or supporting materials shall be considered delivered and final after written notification is given to the Contractor via email or other electronic methods by the State.
 - 4) Management Meetings – The Contractor shall Convene at least one (1) monthly management meeting between the Contractor and the State. These management meetings shall include a review of the key activities, deliverables, and dates and provide an opportunity to discuss task implementation and status.
 - 5) Schedule of Goods, Services, or Deliverables – The Contractor shall ensure the State has the opportunity to review and approve all goods, services, or deliverables purchased under this Contract. The State reserves the right to determine specific details of goods, services, or deliverables under this Contract. Changes to any goods, services, or deliverables provided by the Contractor under this Contract shall only be made with State's written approval. The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the field, public, or any other third party without the State's prior written approval. All modifications or corrections of goods, services, or deliverables shall be at the Contractor's sole cost and expense.
- b. Project Team – The Contractor shall provide the State with a project team to support the development and deployment of resources.
- 1) The Contractor shall assign a single point of contact to manage all inquiries related to materials, training, and technical assistance required for this Contract. This point of contact shall have experience leading training cohorts on a similar scale as the described training in Sections A.3 and A.4, and shall have the authority to bind the Contractor.
 - 2) The Contractor shall create aContractor team whose members, at a minimum, shall have the necessary technical experience, knowledge, and operational experience in the following areas:
 - i. Managing or coordinating the development and implementation of large-scale projects similar to this training;
 - ii. Communicating effectively orally and in writing;
 - 3) The Contractor shall, as requested by the State, provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract. The roster shall indicate the annual full-time equivalent ("FTE") of each of the key people proposed for this Contract, by year. The State reserves the right to reject key personnel proposed for the project team on the basis of a performance exercise. The performance exercise shall be a task created by the State that mirrors a task the State deems necessary for the key personnel to successfully execute services required under this Contract. The results of the performance exercise shall be used to verify that key personnel proposed by the Contractor are qualified to provide services in accordance with this Contract.
 - 4) The Contractor shall not remove, reassign, or reduce FTE responsibility for any key personnel without prior written notification to and approval by the State.
 - 5) The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services at the levels specified in the Contract due to resignation, illness, or other factors affecting availability. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall also provide the State with written notification and the resume or vitae of all replacement personnel proposed for the project team. The State reserves the right to reject key replacement personnel proposed for the project team on the basis of a performance exercise.
- c. Continuity of Contracts – The Contractor shall:

- 1) Participate in joint meetings with other State contractors or other groups identified by the State as needed. Participation shall include preparation of support materials and other documentation.
- 2) Cooperate fully with the State and any future contractor designated by the State, in the event that part or all of the services under this Contract are transitioned to a new contractor or to the State. The Contractor shall provide a transition plan, including essential data, materials, or other documentation a future contractor would need to implement similar responsibilities to those required of the Contractor under this Contract.

A.5. Quality Control and Assurance. The Contractor shall provide accurate, consistent, timely fulfillment of all requirements in this Contract. As part of the Work Plan described in Section A.4. the Contractor shall provide a comprehensive and detailed plans for quality assurance specific to the development of these resources, including error correction and mitigation strategies in the case of defective, inconsistent or late delivery.

- a. Quality Control – The Contractor shall provide detailed, standardized, quality control procedures for review and Approval by the State. Approved quality control procedures shall be included in the Work Plan for each training week and associated materials. The Contractor shall provide quality control measures including but not limited to the following:
 - 1) A written proposal for a comprehensive check that all content has been created and presented in digital versions and are rendered error-free in all versions.
 - 2) The Contractor shall implement a plan approved by the State for monitoring and maintaining the quality of resources, and their timely and accurate delivery.
- b. Error Correction – The Contractor shall correct any errors in goods, services, or deliverables at the Contractor's expense, arising from activities that are the responsibility of the Contractor including but not limited to, print errors, late or incorrect delivery of resources, or late or inaccurate uploading of content to the Online Platform. Such corrections may involve activities that include but are not limited to the following:
 - 1) Analyses to identify the root cause and extent of errors;
 - 2) Edit, revise, reproduce, or reprint materials;
 - 3) Produce reports indicating corrected and or updated items as needed.
 - 4) The Contractor shall provide documentation to the State of the procedures and results of the Contractor's Quality Assurance and error correction activities within one week of the error. The Contractor shall include a summary report after training week two is completed.
- c. Updating Content – The Contractor shall update any previously uploaded content should new research provide additional evidence-based best practice to include or render any previously provided resource obsolete through the Contract Term. All content should be routinely reviewed to ensure accuracy, making any necessary updates where required or requested by the State. The Contractor is solely responsible for ensuring that proper attributions are provided when necessary.
- d. State Review and Acceptance – The Contractor shall submit content to the State for review, feedback, and approval. The Contractor shall incorporate all expected feedback prior to final State approval.
- e. Uploading Content to Best For All Central – The Contractor shall upload all content to BFAC once final approval has been provided by the State.

A.6. The Contractor shall provide content pursuant to this Contract may either be newly developed by the Contractor or customized by the Contractor for the State. The Contractor shall provide written documentation that the State has the legal right to use, modify, and distribute all content provided under this Contract in perpetuity. This may include, at no additional cost to the State or Audience Groups, securing any copyright permissions and including any necessary attributions on content.

The State may request that the Contractor include an attribution to the Tennessee Department of Education on content.

- A.7. The Contractor shall provide all resources in a format that allows for hosting on the State's Online Platform, BFAC. All content shall be free for use to Students, Families, Educators, and Community Members.

A.8. Score Card

The Contractor shall submit developed content monthly, two (2) weeks prior to invoicing. Resources will be catalogued using the project management tool described in A.4. Criteria established in sections A.3. and A.5. will be utilized to evaluate the percent of criteria met and number of deliverables produced.

The State shall utilize a Score Card and Key Performance Indicators ("KPIs") to measure the Contractor's performance against expected outcomes. The Score Card and KPIs shall be utilized to evaluate the Contractor's performance for the purpose of determining the percentage to be paid (payment rate) to the Contractor as set forth in Section C.3. of this Contract. The State reserves the right to exercise any other rights available to it under this Contract or at law or equity in lieu of reductions under this Section.

Score Card -Project Management Documents

KPI/Metric	Payment Rate	Documentation Method	Scope Reference
Planning documents for executing the project including a detailed Work Plan, provision of web-based project management tool, and project management meetings.	1.0	Evaluation of content meets 100% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	A.4
	0.7	Evaluation of content meets fewer than 100% but at least 70% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	
	0.5	Evaluation of content meets fewer than 70% but at least 50% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	
	0.0	Evaluation of content meets fewer than 50% of expected criteria in Scope A.4. of this Contract. The State will use a checklist containing the Scope A.4. requirements as documentation.	

Resources for Students with Disabilities Content:

KPI/Metric	Payment Rate	Documentation Method	Scope Reference
Resources developed for the promotion of Students with Disabilities related content meet all expectations related to topic-Audience-Age Band	1.0	Materials submitted to State meet 100% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	A.3 A.5 A.6 A.7
	0.7	Materials submitted to State meets fewer than 100% but at least 70% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this Contract. The State will	

combinations. Quality is assured and content is uploaded to BFAC		use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	
	0.5	Materials submitted to State meets fewer than 70% but at least 50% of expected criteria in Scope A.3., A.5., A.6., and A.7. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	
	0.0	Materials submitted to State meet fewer than 50% of expected criteria in Scope A.3., A.5., A.6., A.7., and A.9. of this Contract. The State will use a checklist containing the Scope A.3., A.5., A.6., and A.7. requirements as documentation.	

- A.9. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1 This Contract shall be effective for the period beginning on June 1, 2021 (“Effective Date”) and ending on December 30, 2022 (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2 Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60)

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed six-million dollars (\$6,000,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Students with Disabilities Project Management Tools Scope A.4 of this Contract Subject to evaluation of Contractor's performance as set forth in Section A.8.	\$ / one-time payment upon delivery
Students with Disabilities Article Scope A.3,A.5, A.6 and A.7 of this Contract Subject to evaluation of Contractor's performance as set forth in Section A.8.	\$ Number each
Students with Disabilities Assessment / Diagnostic / Survey Scope A.3,A.5, A.6 and A.7 of this Contract Subject to evaluation of Contractor's performance as set forth in Section A.8.	\$ Number each
Students with Disabilities Printable / Checklist Scope A.3,A.5, A.6 and A.7 of this Contract Subject to evaluation of Contractor's performance as set forth in Section A.8.	\$ Number each

<p>Students with Disabilities Podcast Scope A.3,A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Video Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Learning Module Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Lesson Plan Scope A.3, A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Unit Plan Scope A.3,A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Professional Development Training for Educators Scope A.3,A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities Toolkit Scope A.3,A.5, A.6 and A.7 of this Contract</p> <p>Subject to evaluation of Contractor's performance as set forth in Section A.8.</p>	\$ Number each
<p>Students with Disabilities OPTIONAL / As Requested by the State: Vetting and Accuracy of Content for Available Resources by County Scope A.3 and A.5 of this Contract</p>	\$ Per hour
<p>Note: See Contract Section A.8 Score Card for how KPIs will be used to measure Contractor's performance against expected outcomes. The payment amounts for the goods and services in this table will be multiplied by the corresponding payment rate determined by the State via the Score Card evaluation. The State reserves the right to exercise any other rights available to it under this Contract or at law under this Section.</p>	

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:
- Katie Houghtlin, Special Advisor to the Commissioner
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Katie.Houghtlin@tn.gov
615-881-2839
- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Education, Office of the Commissioner
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Katie Houghtlin, Special Advisor to the Commissioner
 Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Katie.Houghtlin@tn.gov
 615-881-2839

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address

Email Address
 Telephone # Number
 FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,

through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, quarantines and epidemics, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes: Attachment A
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
 - 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- c. Professional Liability Insurance
- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Equal Opportunity. The Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the U.S. Department of Treasury and the Region 4 Office of the Environmental Protection Agency.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

COMMISSIONER, PENNY SCHWINN **DATE**

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION